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Attorneys for Defendants
AmWINS Group, Inc., AmWINS Brokerage of Georgia,
LLC, AmWINS Special Risk Underwriters, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WESTPORT INSURANCE
CORPORATION, a wholly owned
subsidiary of Swiss Reinsurance
Company Ltd.,

Plaintiff,

vs.

AMWINS GROUP, INC., a North
Carolina corporation; **AMWINS**
BROKERAGE OF GEORGIA, LLC, a
wholly owned subsidiary of **AMWINS**
GROUP, INC.; **AMWINS SPECIAL**
RISK UNDERWRITERS, LLC, a
wholly owned subsidiary of **AMWINS**
GROUP, INC.; **STEADFAST**
INSURANCE COMPANY, a Delaware
corporation; **CERTAIN**
UNDERWRITERS AT LLOYD'S
LONDON (Account n. S-1305-15794-
01; Certificate n. AOP-130040;
Syndicate no. 510; and Syndicate
Abbreviation "KLN"), a business of
unknown form and DOES 1 through 50,
inclusive,

Defendants

Case No. 2:15-cv-06552-JAK(AGR_x)

STIPULATED PROTECTIVE
ORDER

[DISCOVERY MATTER]

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Order. The parties acknowledge that this Order does not confer blanket protections on
7 all disclosures or responses to discovery and that the protection it affords from public
8 disclosure and use extends only to the limited information or items that are entitled to
9 confidential treatment under the applicable legal principles. The parties further
10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
11 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
12 sets forth the procedures that must be followed and the standards that will be applied
13 when a party seeks permission from the court to file materials under seal.

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve the disclosure of confidential and proprietary
16 information for which special protection from public disclosure and from use for any
17 purpose other than prosecution of this action is warranted.

18 Such confidential and proprietary materials and information consist of, among
19 other things, confidential business information (e.g., including agreements with third
20 parties), financial records and information, information regarding confidential business
21 practices (e.g., internal business policies and/or business strategies), information
22 otherwise generally unavailable to the public, or which may be privileged or otherwise
23 protected from disclosure under state or federal statutes, court rules, case decisions or
24 common law.

25 Accordingly, to expedite the flow of information, to facilitate the prompt
26 resolution of disputes over confidentiality of discovery materials, to adequately protect
27 information the parties (and third parties) are entitled to keep confidential, to ensure that
28 the parties are permitted reasonable necessary uses of such material in preparation for

1 and in the conduct of trial, to address their handling at the end of the litigation, and serve
2 the ends of justice, a protective order for such information is justified in this matter.

3 It is the intent of the parties that information will not be designated as confidential
4 for tactical reasons and that nothing be so designated without a good faith belief that it
5 has been maintained in a confidential non-public manner, and there is good cause why
6 it should not be part of the public record of this case. The parties further intend to be
7 extremely judicious in the designation of confidential materials. At present, there is only
8 a single document at issue and which the parties intend to produce under this Stipulated
9 Protective Order.

10 2. DEFINITIONS

11 2.1 Action: The above-entitled lawsuit.

12 2.2 Challenging Party: There are no challenging parties to the designation of
13 information under this Order.

14 2.3 "CONFIDENTIAL" Information or Items: Information (regardless of how
15 it is generated, stored or maintained) or tangible things that qualify for protection under
16 Federal Rules of Civil Procedure 26(c), and as specified above in the Good Cause
17 Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 2.5 Designating Party: A Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

22 2.6 Disclosure or Discovery Material: All items or information, regardless of
23 the medium or manner in which it is generated, stored, or maintained (including, among
24 other things, testimony, transcripts, and tangible things), that are produced or generated
25 in disclosures or responses to discovery in this matter.

26 2.7 Expert: A person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
28 expert witness or as a consultant in this action.

1 2.8 House Counsel: Attorneys who are employees of a Party to this action.
 2 House Counsel does not include Outside Counsel of Record or any other outside counsel.

3 2.9 Non-Party: Any natural person, partnership, corporation, association, or
 4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: Attorneys who are not employees of a party to
 6 this action but are retained to represent or advise a party to this Action and have appeared
 7 in this Action on behalf of that party or are affiliated with a law firm which has appeared
 8 on behalf of that party, and includes support staff.

9 2.11 Party: Any party to this action, including all of its officers, directors,
 10 employees, consultants, retained experts, and Outside Counsel of Record (and their
 11 support staffs).

12 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
 13 Discovery materials in this Action.

14 2.13 Professional Vendors: Persons or entities that provide litigation support
 15 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 16 demonstrations, and organizing, storing or retrieving data in any form or medium) and
 17 their employees and subcontractors.

18 2.14 Protected Material: Any Disclosure or Discovery Material that is
 19 designated as "CONFIDENTIAL."

20 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
 21 from a Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only Protected
 24 Material (as defined above), but also (1) any information copied or extracted from
 25 Protected Material; (2) all copies, excerpts, summaries or compilations of Protected
 26 Material; and (3) any testimony, conversations, or presentations by Parties or their
 27 Counsel that might reveal Protected Material.
 28

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or

1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
2 must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
8 contains protected material. If only a portion or portions of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify the protected
10 portion(s) (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection need
12 not designate them for protection until after the inspecting Party has indicated which
13 documents it would like copied and produced. During the inspection and before the
14 designation, all of the material made available for inspection shall be deemed
15 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
16 copied and produced, the Producing Party must determine which documents, or portions
17 thereof, qualify for protection under this Order. Then, before producing the specified
18 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
19 that contains Protected Material. If only a portion or portions of the material on a page
20 qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify
23 the Disclosure or Discovery Material on the record, before the close of the deposition all
24 protected testimony.

25 (c) for information produced in some form other than documentary and
26 for any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information is stored the legend
28 "CONFIDENTIAL." If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Order for such material. Upon
6 timely correction of a designation, the Receiving Party must make reasonable efforts to
7 assure that the material is treated in accordance with the provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
10 designation of confidentiality at any time that is consistent with the Court's Scheduling
11 Order.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
13 resolution process under Local Rule 37.1 et seq.

14 6.3 The burden of persuasion in any such challenge proceeding shall be on the
15 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
16 to harass or impose unnecessary expenses and burdens on other parties) may expose the
17 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
18 the confidentiality designation, all parties shall continue to afford the material in
19 question the level of protection to which it is entitled under the Producing Party's
20 designation until the Court rules on the challenge.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this action
24 only for prosecuting, defending, or attempting to settle this action. Such Protected
25 Material may be disclosed only to the categories of persons and under the conditions
26 described in this Order. When the action has been terminated, a Receiving Party must
27 comply with the provisions of section 13 below (FINAL DISPOSITION).
28

1 Protected Material must be stored and maintained by a Receiving Party at a
 2 location and in a secure manner that ensures that access is limited to the persons
 3 authorized under this Order.

4 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
 6 may disclose any information or item designated "CONFIDENTIAL" only to:

7 (a) the Receiving Party's Outside Counsel of Record in this action, as
 8 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
 9 to disclose the information for this action;

10 (b) the officers, directors, and employees (including House Counsel) of
 11 the Receiving Party to whom disclosure is reasonably necessary for this action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
 13 disclosure is reasonably necessary for this action and who have signed the
 14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters, videographers and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
 18 Vendors to whom disclosure is reasonably necessary for this action and who have signed
 19 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (g) the author or recipient of a document containing the information or a
 21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in
 23 the action to whom disclosure is reasonably necessary provided: (1) the deposing party
 24 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
 25 not be permitted to keep any confidential information unless they sign the
 26 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed
 27 by the Designating Party or ordered by the court. Pages of transcribed deposition
 28 testimony or exhibits to depositions that reveal Protected Material may be separately

1 bound by the court reporter and may not be disclosed to anyone except as permitted
2 under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
6 OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation that
8 compels disclosure of any information or items designated in this action as
9 "CONFIDENTIAL," the Party must:

10 (a) promptly notify in writing the Designating Party. Such notification
11 shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or
13 order to issue in the other litigation that some or all of the material covered by the
14 subpoena or order is subject to this Protective Order. Such notification shall include a
15 copy of this Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be
17 pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with the
19 subpoena or court order shall not produce any information designated in this action as
20 "CONFIDENTIAL" before a determination by the court from which the subpoena or
21 order issued, unless the Party has obtained the Designating Party's permission. The
22 Designating Party shall bear the burden and expense of seeking protection in that court
23 of its confidential material and nothing in these provisions should be construed as
24 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
25 from another court.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
 2 IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
 4 Non-Party in this action and designated as "CONFIDENTIAL." Such information
 5 produced by Non-Parties in connection with this litigation is protected by the remedies
 6 and relief provided by this Order. Nothing in these provisions should be construed as
 7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
 9 produce a Non-Party's confidential information in its possession, and the Party is subject
 10 to an agreement with the Non-Party not to produce the Non-Party's Confidential
 11 information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-
 13 Party that some or all of the information requested is subject to a confidentiality
 14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
 16 Protective Order in this action, the relevant discovery request(s), and a reasonably
 17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the
 19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within
 21 14 days of receiving the notice and accompanying information, the Receiving Party may
 22 produce the Non-Party's confidential information responsive to the discovery request. If
 23 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
 24 information in its possession or control that is subject to the confidentiality agreement
 25 with the Non-Party before a determination by the court. Absent a court order to the
 26 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
 27 court of its Protected Material.
 28

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
8 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
9 that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection, the
14 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
15 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
16 established in an e-discovery order that provides for production without prior privilege
17 review.

18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in this
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
25 to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
27 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
28 under seal pursuant to a court order authorizing the sealing of the specific Protected

1 Material at issue. If a Party's request to file Protected Material under seal is denied by
2 the court, then the Receiving Party may file the information in the public record unless
3 otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 After the final disposition of this action, as defined in paragraph 4, within 60 days
6 of a written request by the Designating Party, each Receiving Party must return all
7 Protected Material to the Producing Party or destroy such material. As used in this
8 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
9 summaries, and any other format reproducing or capturing any of the Protected Material.
10 Whether the Protected Material is returned or destroyed, the Receiving Party must
11 submit a written certification to the Producing Party (and, if not the same person or
12 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
13 where appropriate) all the Protected Material that was returned or destroyed and
14 (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations,
15 summaries or any other format reproducing or capturing any of the Protected Material.
16 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
17 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
18 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
19 consultant and expert work product, even if such materials contain Protected Material.
20 Any such archival copies that contain or constitute Protected Material remain subject to
21 this Protective Order as set forth in Section 4 (DURATION).

22 14. Any violation of this Order may be punished by any and all appropriate measures
23 including, without limitation, contempt proceedings and/or monetary sanctions.
24
25
26
27
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

2 DATED March 15, 2016

3 Alvarez & Saldana, LLP

4 By: [Signature] v. [Signature]

5 Attorneys for Plaintiff

6
7 DATED March ____, 2016

8
9
10 Attorneys for Defendant Steadfast Insurance Company

11 DATED March ____, 2016

12
13
14 Attorneys for Defendants AmWINS Group, Inc.,
15 AmWINS Brokerage of Georgia, LLC and
16 AmWINS Special Risk Underwriters, LLC

17
18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19 DATED: _____

20
21
22 Honorable Alicia G. Rosenberg
23 United States Magistrate Judge

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

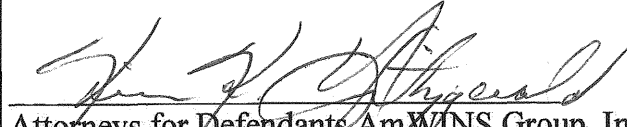
2 DATED March ____, 2016

3
4
5 Attorneys for Plaintiff

6
7 DATED March 17, 2016

8
9 
10 Attorneys for Defendant Steadfast Insurance Company

11 DATED March 18, 2016

12
13 
14 Attorneys for Defendants AmWINS Group, Inc.,
15 AmWINS Brokerage of Georgia, LLC and
16 AmWINS Special Risk Underwriters, LLC

17
18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19 DATED: March 25, 2016


20
21 
22 Honorable Alicia G. Rosenberg
23 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____
 declare under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for the
 Central District of California on _____, 2016 in the case of
Westport Insurance Corporation v. AmWINS Group, Inc. et. al., Case No. 2:15-cv-
 06552-JAK(AGRx). I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so comply
 could expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject to
 this Stipulated Protective Order to any person or entity except in strict compliance with
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the items of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____
 of _____
 as my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Joint Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____